

STATEMENT UNDER 37 CFR § 3.73(b)
ESTABLISHMENT OF ASSIGNEE

Applicant	:	Patrick Lewis Blott, et al.
App. No.	:	10/599,725
Filed	:	October 6, 2006
For	:	APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID
Examiner	:	Unknown
Group Art Unit	:	Unknown

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This document is being filed with a copy of a Power of Attorney signed by the Assignee. This Statement sets forth the chain of title of the above-identified application.

Smith & Nephew Plc, is the Assignee of the entire right, title, and interest of the above-referenced application by virtue of:

The Assignment from the inventor(s) Patrick Lewis Blott, Edward Yerbury Hartwell, and Derek Nicolini, to the Assignee recorded in the United States Patent and Trademark Office on January 3, 2008, at Reel 020368, and Frame 0866.

The attached copy of an Assignment executed by Julian Lee-Webb being forwarded to the Recordation Branch concurrently under separate cover.

The undersigned is an agent of Customer Number 20995 and is authorized to act on behalf of the Assignee. Please recognize or change the correspondence address for the above-identified application to **Customer No. 20995**.

Respectfully submitted,

KNOBBE MARTENS, OLSON & BEAR, LLP

Dated: 9-22-08

By: 

Sabing H. Lee
Registration No. 43,745
Attorney of Record
Customer No. 20995
(949) 760-0404

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ASSIGNMENT

WHEREAS, We, Patrick Lewis Blott, a citizen of Britain, residing at 16 Hodson Fields, Barmby Moor, York, YO42 4ER, United Kingdom, Edward Yerbury Hartwell, a citizen of Britain, residing at 3 Haven Garth Brough, Hull, HU15 1EP, United Kingdom; Julian Lee-Webb, a citizen of Britain, residing at 37 Moor Lane, Copmanthorpe, York, YO23 3TJ, United Kingdom, and Derek Nicolini, a citizen of Britain, residing at 38 Castle Rise, South Cave, Brough, HU15 2ET, United Kingdom; ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in Letters Patent in the United States, Application Number 10/599,725, filed October 6, 2006 entitled APPARATUS FOR CLEANSING WOUNDS WITH MEANS FOR SUPPLY OF THERMAL ENERGY TO THE THERAPY FLUID (the "Applications");

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

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ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

COPY

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Patrick Lewis Blott

Witness Signature

Date

Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Edward Yerbury Hartwell

Witness Signature

Date

Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30 day of August, 2008

Julian Lee-Webb
Julian Lee-Webb

P. T. Draggitt
Witness Signature

30 Aug 08
Date

Dr P. T. Draggitt EPA CPA DNB
Witness Name

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Derek Nicolini

Witness Signature

Date

Witness Name

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